

## The complaint

Ms A complains that a car acquired with finance from Secure Trust Bank Plc trading as Moneyway wasn't of satisfactory quality.

## What happened

In February 2022 Ms A was supplied with a car and entered into a hire purchase agreement with Moneyway. At the point of supply the car was around 4 years old and had covered around 22,661 miles.

Around four months after she got the car, Ms A experienced a fault with the car mis-firing. Repairs were carried out to the spark plugs and the wiring for the fuel injectors.

The fault occurred again in October 2022 and the car went back in for repairs. A failure of one of the cylinders was diagnosed due to excessive swarf in the fuel system. Repairs weren't completed until January 2023 due to the parts being on back order.

Ms A complained to Moneyway and asked to reject the car. Moneyway refused. It said it needed evidence that the fault was present or developing at the point of supply as well as evidence that the repairs hadn't been successful. Moneyway said the evidence suggested that the wiring issue was rectified and that the later issue was due to swarf in the fuel tank, which had been addressed.

Ms A wasn't happy with the response and complained to this service.

The car broke down again in May 2023.

I issued a provisional decision in which I upheld the complaint. I said that because the fault had occurred within the first six months, there was a presumption under the Consumer Rights Act 2015 that the fault had been present or developing at the point of supply.

I reviewed the available evidence about the issues which Ms A had experienced with the car and said I was satisfied that there was a fault, because I'd seen an invoice dated June 2022 showing that repairs were carried out to resolve the issue of the engine mis-firing. The diagnosis showed that the engine management light was on and cylinders 2 and 3 were mis-firing. The repairs included the replacement of four spark plugs and replacement of the wiring to the fuel injectors.

Four months later Ms A experienced the same issue with the car mis-firing. I reviewed a report from the recovery company who attended the breakdown which stated that there was "engine mis-fire possibly injector wiring". When the car broke down the second time, the dealership diagnosed swarf in the fuel tank and said a new fuel system was required.

I said that The Consumer Rights Act 2015 allowed the business one opportunity to repair a fault and bring the car up to satisfactory quality. I said that in this case, I was persuaded that the fault when the car broke down the second time related to the same fault as previously which was causing the car to mis-fire. I said it was reasonable to conclude that the first

attempt at repair hadn't been successful and said that Ms A should be allowed to reject the car.

I looked at the impact that the problems with the car had on Ms A. She had been left without transport for several months and had incurred significant costs on using other means of transport such as taxis. And when she had been able to use the car, that use had been impaired.

I said I thought the fairest way to address Ms A's loss of use/impaired use and travel costs was to ask Moneyway to refund 90% of Ms A's rental payments. I said I wouldn't be asking Moneyway to refund travel costs in addition to this, because this would amount to a double recovery.

I said it was clear that Ms A had been caused very significant distress and inconvenience as a result of all the issues with the car and said I was asking Moneyway to pay compensation of £750.

I invited both parties to let me have any further evidence they wished to rely on or arguments they wished to raise.

Ms A responded and said she accepted my provisional decision.

Moneyway didn't respond to my provisional decision.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Ms A has accepted my provisional decision and Moneyway hasn't responded. Therefore, I see no reason to reach a different conclusion to that which I reached in my provisional decision.

### **Putting things right**

To put things right, Secure Trust Bank Plc trading as Moneyway must:

End the agreement with nothing further to pay

Arrange for the car to be collected at no cost to Ms A

Refund the part exchange deposit of £100

Refund 90% of all rental payments made by Ms A

Pay 8% simple interest on all amounts refunded calculated from the date of payment to the date of settlement

Pay £750 compensation for distress and inconvenience

Remove any adverse information from Ms A's credit file in relation to the agreement

### **My final decision**

My final decision is that I uphold the complaint. Secure Trust Bank Plc trading as Moneyway must take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 6 May 2024.

Emma Davy  
**Ombudsman**